

## LISTINGS TERMS AND CONDITIONS (“the Terms”)

### 1 DEFINITIONS

“Contract”	means the contract formed between you and us subject to the Order Form and the Terms;
“Fee”	the fee for the Services as set out in the Order Form;
“Initial Term”	means the Initial Term of the Contract as specified in the Order Form;
“Material”	means all information and material required by us to be supplied by you including but not limited to information regarding the Venue;
“Order Form”	means the Order Form set out on the front of these Terms detailing the Services and related information together with any other documents referred to on the Order Form;
“Services”	means the services which we agree to provide as set out in the Order Form and any documents referred to in the Order Form;
“Venue”	means the venue which you require us to provide the Services in relation to;
“Website”	the website specified on the Order Form or any other domain name used by us from time to time;
“we”, “our” or “us”	refers to <b>[WHICH VIEW ENTITY]</b> ;
“you” or “your”	means you as the party who accepts the contents of the Order Form and these Terms;

### 2 CONTRACT

- 2.1 By signing the Order Form you agree and accept that in consideration of receiving the benefit of the Services you shall comply with the terms and conditions of the Contract.
- 2.2 The terms and conditions of this Contract shall prevail over any inconsistent terms or conditions contained, or referred to, in any purchase order of yours, confirmation of order, acceptance of a quotation or specification or any other terms you wish to impose or any term implied by law, trade custom, practice or course of dealing.

### 3 SERVICES

- 3.1 You appoint us to provide the Services using the Website and we shall provide the Services as detailed on the Order Form using reasonable skill and care.
- 3.2 We shall endeavour to ensure that our Website suffers a minimum downtime but we make no warranty that the Website or any of its contents will be uninterrupted, continuous or error free.
- 3.3 We shall endeavour to deal with matters relating to the Services promptly, including but not limited to requirements to update Venue information, but time in relation to such actions shall not be of the essence.

#### **4 YOUR OBLIGATIONS**

- 4.1 You shall provide all Material required by us promptly following any request from us.
- 4.2 All Material shall be accurate and up to date and you agree that we shall not be responsible for any mistakes or errors in relation to such Material where the same is supplied by you or on your behalf.
- 4.3 If information contained in the Material changes you shall inform us immediately.
- 4.4 The Material you provide shall not infringe any third party rights and shall not be unlawful or abusive.
- 4.5 You acknowledge that you have the right to provide all Material to us for us to use in accordance with this Contract.
- 4.6 You shall promptly comply with any reasonable instructions from us including but not limited to those in relation to providing us information and or assistance.
- 4.7 You shall (and you shall ensure that the Materials shall) at all times comply with all applicable laws, regulations and codes of practice.

#### **5 FINANCIAL PROVISIONS**

- 5.1 The Fee shall be as set out in the Order Form and such information as set out in the Order Form shall be exclusive of VAT
- 5.2 All payments must be made within 30 days of the date of the invoice or as otherwise stipulated in the Order Form.
- 5.3 No payment shall be made until it is received by us in cleared funds and time for payment shall be of the essence.
- 5.4 In the event that you fail to make any payment in accordance with the Contract we may:
  - 5.4.1 Suspend or terminate the Contract with immediate effect and cease all work in relation to the Services; and
  - 5.4.2 Charge interest on any late sum in accordance with the Late Payment of Commercial Debt (Interest) Act 1998.

#### **6 INTELLECTUAL PROPERTY**

- 6.1 You grant us a licence to use all Materials supplied by or on behalf of you to enable us to carry out the Services and in any other ways that we deem to be appropriate.
- 6.2 We may modify or adapt such Materials, as we deem appropriate.
- 6.3 Nothing in this contract assigns any intellectual property rights to you in relation to the website or otherwise.

#### **7 LIABILITY**

- 7.1 Other than as stated in this Contract all warranties expressed or implied whether by statute, common law or otherwise are excluded to the fullest extent permitted by law.

- 7.2 We shall not be liable to you for any indirect or consequential loss or for any loss of profit, savings, use of money, business, goodwill or reputation whether such losses are direct or indirect.
- 7.3 Nothing in this Contract shall limit our liability for death or personal injury caused by our negligence.
- 7.4 To the extent we have any liability to you under this Contract it shall be limited to the Fees payable to us in relation to the Services to which the liability relates.
- 7.5 You shall indemnify and keep us indemnified against any liabilities or losses howsoever caused that arise in any way in relation to any act or omission of yours (or your agents) or any breach by you (or your agents) of this Contract except to the extent that the loss or liability occurs due to our negligence.

## **8 DURATION AND TERMINATION**

- 8.1 Unless otherwise specified in the Order Form and subject to clause 8.2 the Contract shall continue for the Initial Term and thereafter until terminated by you giving us 3 months written notice.
- 8.2 We shall be entitled to terminate the Contract with immediate effect on giving notice to you.
- 8.3 Either party shall be entitled immediately to terminate this Contract by written notice to the other if that other party commits any material breach of any of the provisions of this Contract and, in the case of a breach capable of remedy, fails to remedy the breach within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied.
- 8.4 Either party may terminate this Contract with immediate effect if the other passes a resolution for winding up (other than for a solvent reconstruction) or if the court shall make and order to that effect or if the other ceases or threatens to cease trading or if the other becomes or is declared insolvent or convenes a meeting of or makes or proposes to make any arrangement for composition with its creditors or if a liquidator, receiver, administrator, administrative receiver, trustee or similar officer is appointed over the assets of the other.
- 8.5 The termination of this Contract shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.
- 8.6 Following termination, however caused you shall pay immediately on demand all outstanding amounts to us and we shall cease to owe any obligation to you in relation to the Services.

## **9 GENERAL**

- 9.1 Any waiver by us of a breach of any provision of this Contract shall not be considered as a waiver of any subsequent breach of the same or any other provision.
- 9.2 This Contract constitutes the entire agreement between us and you and supersedes any prior written or oral agreement in relation to its subject matter and the parties confirm that they have not entered into this Contract on the basis of any representation that is not expressly incorporated into this Contract. This Contract shall not be capable of being varied by you nor any of its terms waived by you otherwise than by writing, signed by a duly authorised officer of us.
- 9.3 Each provision of this Contract is independent and severable from the remaining provisions and enforceable accordingly. If any provision of this Contract is

unenforceable for any reason but would be enforceable if part of the wording of the provision was deleted, it shall apply with such deletions as may be necessary to make it enforceable.

- 9.4 This Contract shall be governed by and construed in accordance with the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English Courts.
- 9.5 Any notice given under this Contract shall be in writing and shall be either delivered personally or sent by first class mail post prepaid to the address of the party at the head of this Contract or such other address as the parties may notify each other in writing from time to time, or sent by fax or email. Such notice shall take effect if personally delivered or sent by email on the normal working day (Monday to Fridays excluding public holidays) of delivery, if delivered during normal working hours (9am-5pm) or the next normal working day if delivered outside normal working hours, and if sent by post as above, 48 hours after posting in the UK.
- 9.6 We and you agree that any and all rights (express or implied) conferred upon any third party to this Agreement by the Contracts (Rights of Third Parties) Act 1998 are hereby expressly excluded.
- 9.7 We can assign all our rights under this Contract to any third party.